

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2023-60**

**EMPLOYMENT AGREEMENT WITH JOHNNIE R. BURNS TO SERVE AS INTERIM
VILLAGE MANAGER**

WHEREAS, Village Council desires to hire Johnnie R. Burns as Interim Village Manager of Yellow Springs as provided by Article IV and other sections of the Charter of the Village of Yellow Springs, Ohio; and

WHEREAS, it is the desire of the Village to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Johnnie R. Burns has been an integral and respected part of the management team for the Village of Yellow Springs since 2018, and his knowledge and leadership are needed during this time of transition,

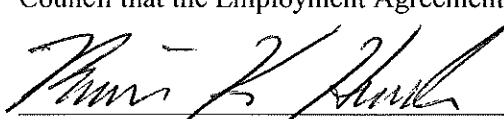
NOW THEREFORE, Council for the Village of Yellow Springs, Ohio hereby resolves that:

Section 1. Johnnie R. Burns is hereby extended an offer of employment to serve as Interim Village Manager for the Village of Yellow Springs, to serve at the pleasure of Council.

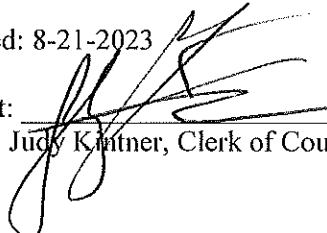
Section 2. The duties of Interim Village Manager shall be those as provided for in the job description for Village Manager and pursuant to the Employment Agreement attached to this Resolution as Exhibit A.

Section 3. The Employment Agreement is hereby approved in substantially the same form as Exhibit A. The President of Council is hereby authorized to execute the Employment Agreement and to take such other actions on behalf of the Village as may be necessary to assure this appointment.

Section 4. This Resolution shall be in full force and effect upon its adoption. It is the intent of the Council that the Employment Agreement will be effective upon signature by the parties.


Brian Housh, President of Council

Passed: 8-21-2023

Attest: 
Judy Kintner, Clerk of Council

Roll Call:

Brian Housh __Y__

Kevin Stokes __Y__

Marianne MacQueen __Y__

Carmen Brown __Y__

Gavin DeVore-Leonard __Y__

Exhibit A to Resolution 2023-60

VILLAGE OF YELLOW SPRINGS, OHIO

EMPLOYMENT AGREEMENT

This employment agreement (the "Agreement") by and between the Council of the Village of Yellow Springs, Ohio (hereinafter "Employer" or "Council") and Johnnie Burns (hereinafter "Employee") shall be effective the 28th day of August 2023.

Whereas, the Employer desires to hire Employee as Interim Village Manager of Yellow Springs as provided by Article IV and other sections of the Charter of the Village of Yellow Springs, Ohio; and

Whereas, the Employee agrees to serve in that capacity on the terms and conditions set forth in this Agreement; and

Whereas, it is the desire and intent of the Employer to provide for and define pay, benefits and other terms and conditions of employment for the Employee.

Now, therefore in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties and responsibilities:

Employer hereby agrees to employ Employee as Interim Village Manager of the municipal corporation of Yellow Springs, Ohio to perform the duties and functions of that position as defined by the Village Charter, State Statutes, Village Ordinances and Resolutions and as otherwise directed or assigned by Village Council. This position is to be a temporary, unclassified, exempt position.

Section 2. Term

Employee agrees to serve as Interim Village Manager for a term of six (6) months from the date of this agreement. Employee and Employer may mutually agree to extend this term in writing.

Prior to his appointment as Interim Village Manager, Employee has contracted with Employer to serve as Public Works Director. He will continue to hold that position during his appointment as Interim Village Manager and he will continue to hold that position after his service ends as Interim Village Manager, unless Employee is selected to serve as Village Manager in a non-interim role. During its term, this Agreement shall supersede Employee's Public Works Director Agreement. Upon conclusion of Employee's term as Interim Village Manager, unless he is appointed Village Manager, his existing Public Works Director Agreement shall be in full force and effect.

Section 3. Termination and Severance Pay:

If Employee is discharged by Employer at any time during Employee's employment without Cause, the Village will pay Employee severance pay in an amount equal to ninety (90) days aggregate salary and benefits, and Employee shall be compensated for accrued benefits in accordance with the Personnel

Policy Manual of the Village. In the event Employee is discharged for Cause as defined below, the Village shall have no obligation to provide severance pay or benefits pursuant to this Paragraph.

For purposes of this Agreement, "Cause" shall mean: (a) failure to perform Employee's duties (other than any such failure resulting from incapacity due to physical or mental illness); (b) failure to comply with any valid and legal directive of the Village Manager; (c) engaging in dishonesty or illegal conduct; (d) embezzlement, misappropriation or fraud, whether or not related to Employee's employment with the Village; or (e) being charged with a crime that constitutes a felony or a crime that constitutes a misdemeanor involving moral turpitude.

Section 4. Resignation:

If Employee voluntarily resigns his position with the Village, Employee shall give the Village thirty (30) days' notice in advance, unless the parties agree otherwise in writing. Upon receiving notice, the Village, at its option, may choose to waive Employee's service for all or any part of the thirty (30) day notice period, provided that the Village continues to pay Employee's salary during the remaining notice period. Such a waiver by the Village will not trigger the severance pay provisions of Paragraph 3 above.

Section 5. Pay and Benefits

The Village agrees to pay Employee an annual salary of \$143,274.20, commencing on Employee's first day of this agreement. This salary amount reflects Employee serving as Interim Village Manager while also performing the duties of Public Works Director. If Employee is selected to serve as Village Manager in a non-interim role, Employer and Employee will negotiate a lesser salary at that time. Mutually agreeable changes and adjustments may be made by the Village at any time. Salary shall be payable in equal installments every two weeks, at the same time and in the same manner as other employees of the Village.

All applicable provisions of the Village's Personnel Policy Manual relating to employee benefits, including but not limited to holidays, personal leave, sick leave, medical insurance, retirement and pension system contributions, or as such provisions may hereafter be amended by the Village, shall apply to Employee as they would to other employees of the Village, in addition to all benefits included herein.

The Village shall provide Employee with life insurance in the amount of \$50,000.00, subject to acceptance by carrier with double indemnity for accidental death.

Paid vacation shall accrue thereafter at the rate of fifteen (15) days per year, accrued January 1 of each calendar year. Employee may not carry forward more than five (5) days of vacation from one calendar year to the next and unused vacation time will not be paid at the end of the calendar year unless specifically authorized by the Village Council. Employee shall receive compensation for unused, accrued vacation leave up to a maximum of forty (40) business days, at the then current rate of pay, upon termination without Cause or upon resignation with timely notice as set forth in Paragraphs 3 and 4 above.

Section 6. Indemnification

The Council shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or

omission occurring in the performance of Employee's duties as Interim Village Manager. The Council may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Claims arising after the resignation or discharge of Employee but which are based on events, which are alleged to have occurred during the Employee's employment shall also be covered. Indemnification shall not apply in the case of criminal activity.

Section 7. General Provisions

A. The Village agrees to budget and pay reasonable expenses for dues, subscriptions, conferences and out-of-pocket costs as are necessary to the performance of Employee's duties and Employee's professional development, to the extent that they benefit the Village.

B. The Village shall provide Employee with a cell phone for official Village business.

C. The Village shall provide Employee with a car when at work. In order to respond to emergencies, the Employee shall be allowed to use the Village vehicle to commute to work and to his personal residence.

D. The text herein and the Village Charter and ordinances shall constitute the entire agreement between the parties.

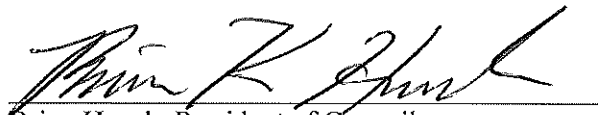
E. Village Council and Employee may mutually agree to amend this Agreement from time to time as they may determine it necessary to establish other terms and conditions of employment, provided that any such amendment is not inconsistent with the Village Charter or other law.

F. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

G. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

H. This Agreement supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereunder.

IN WITNESS WHEREOF, Council for the Village of Yellow Springs, Ohio has caused this Agreement to be signed on its behalf by the President of Council and duly attested to by the Clerk of Council, and the Employee has signed this Agreement on the dates recorded with their signatures.

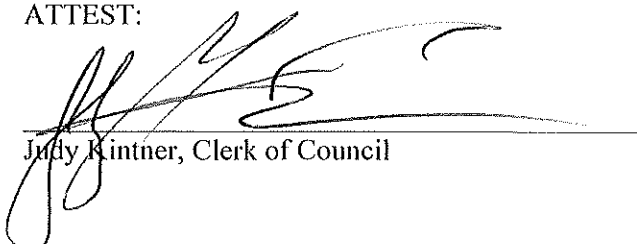

Brian Housh, President of Council

8-21-2023
DATE

Johnnie Burns, Interim Village Manager

DATE

ATTEST:


Judy Kintner, Clerk of Council